

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	
	)	
SEARS HOLDINGS CORPORATIONS, <i>et</i>	)	Case No. 18-23538-RDD
<i>al.</i>	)	
	)	Chapter 11
Debtor.	)	
	)	(Jointly Administered)
	)	
<hr/> KMART HOLDING CORPORATION	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Adv. Pro. No. 19-AP-008381-RDD
	)	
ROMY'S PLUMBING, INC. dba AA	)	
PLUMBING	)	
	)	
Defendant.	)	
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**ANSWER OF DEFENDANT, ROMY'S PLUMBING, INC. dba AA PLUMBING**

Now comes Defendant, Romy's Plumbing, Inc. dba AA plumbing ("AA" or  
"Defendant") by counsel, and for its Answer to the Plaintiff's Complaint, states as follows:

**FIRST DEFENSE**

1. Answering paragraphs 1 and 2 of the Complaint, Defendant states that there is no responses required of it. In the event that specific allegations are waged against the Defendant in paragraphs 1 and 2 of the Complaint, Defendant denies the allegations contained therein.
2. Defendant denies for want of knowledge the allegations contained in paragraph 3, 4, 5, and 6 of the Complaint.

4. Defendant states that the documents referenced in paragraphs 7, 8, 9, and 10 of the Complaint speak for themselves, and that no responses required of this answering defendant.

5. Defendant denies for want of knowledge the allegations contained in paragraphs 11 and 12 of the Complaint.

6. Defendant admits the allegations contained in paragraph 13 of the Complaint.

7. Defendant denies for want of knowledge the allegations contained in paragraphs 14, 15, and 16 of the Complaint.

8. Answering paragraph 17 of the Complaint, Defendant admits that “during the course of their relationship, the Defendant and Plaintiff entered into agreement for the purchase of goods and/or services by Plaintiff from the Defendant.” Defendant also admits that the Agreements concerned and related to the goods and/or services provided by Defendant to the Plaintiff. Defendant denies the remainder of the allegations contained in paragraph 17 of the Complaint.

9. Defendant denies the allegations contained in paragraphs 18, 19 and 20 of the Complaint.

10. Answering paragraph 21 of the Complaint, Defendant incorporates, as if fully rewritten herein, its responses to paragraphs 1 through 20 of the Complaint, inclusive.

11. Defendant denies for want of knowledge the allegations contained in paragraphs 22, 23, 24, 25, 26, 27, 28, 29, and 30 of the Complaint.

12. Answering paragraph 31 of the Complaint, Defendant incorporates, as if fully rewritten herein, its responses to paragraphs 1 through 30 of the Complaint, inclusive.

13. Defendant denies the allegations contained in paragraphs 32, 33, 34, 35, 36, and 37 of the Complaint.

14. Answering paragraph 38 of the Complaint, Defendant incorporates, as if fully rewritten herein, its responses to paragraphs 1 through 37 of the Complaint, inclusive.

15. Defendant denies the allegations contained in paragraphs 39, 40, 41, and 42 of the Complaint.

16. Defendant denies each and every allegation not hereinbefore admitted

#### SECOND DEFENSE

Plaintiff's Complaint fails to state a claim against this Answering Defendant upon which relief may be granted.

#### THIRD DEFENSE

The Plaintiff's Complaint is barred by 11 U.S.C. §547(c)(1).

#### FOURTH DEFENSE

The Plaintiff's Complaint is barred by 11 U.S.C. §547(c)(2).

#### FIFTH DEFENSE

The Plaintiff's Complaint is barred by 11 U.S.C. §547(c)(4).

#### SIXTH DEFENSE

Plaintiff's Complaint is barred by lack of personal jurisdiction.

#### SEVENTH DEFENSE

Plaintiff's Complaint is barred by insufficiency of process.

#### EIGHTH DEFENSE

Plaintiff's Complaint is barred by insufficiency of service of process.

NINTH DEFENSE

To the extent Defendant received the alleged transfers, such transfers were not made while Plaintiff was insolvent.

TENTH DEFENSE

Defendant reserves the right to assert additional affirmative defenses as discovery progresses.

WHEREFORE, having fully answered, Defendant, Romy's Plumbing, Inc. dba AA Plumbing, prays that Plaintiff's Complaint be dismissed with prejudice at the cost of the Plaintiff.

Dated: February 20, 2020

Respectfully Submitted,

/s/ Stephen C. Lane

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dba AA Plumbing  
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CERTIFICATE OF SERVICE

I hereby certify that on February 20, 2020, a true and correct copy of the foregoing document was served via electronic delivery upon all parties consenting to electronic service through the Court's CM/ECF system.

/s/ Stephen C. Lane

Stephen C. Lane  
Attorney for Defendant, Romy's Plumbing, Inc.,  
dba AA Plumbing